

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Acceptance of a Utility Easement for the replacement of the water main within Seminole County Port Authority

**DEPARTMENT:** Environmental Services

**DIVISION:** Planning Engineering Inspections

**AUTHORIZED BY:** John Cirello

**CONTACT:** Patti Leviti

**EXT:** 2132

**MOTION/RECOMMENDATION:**

Acceptance of a Utility Easement granted by the Seminole County Port Authority for the replacement of a potable water main.

District 5 Brenda Carey

Dennis Westrick

**BACKGROUND:**

As part of the Elder Road/Orange Boulevard water main expansion project, a need exists to replace aging pipe within land owned by the Seminole County Port Authority between Dolgner Place and Castner Drive. This Utility Easement grants the County authority to enter upon the land to excavate, construct and maintain water and sewer pipes, mains, and appurtenances and any other utility facilities the County deems necessary. This Utility Easement was previously recorded by the Department on July 29, 2008, in Official Records Book 07039, Pages 420 through 423, inclusive.

**STAFF RECOMMENDATION:**

Staff recommends Board acceptance of the Utility Easement for the replacement of the water main within Seminole County Port Authority.

**ATTACHMENTS:**

1. Utility Easement

**Additionally Reviewed By:**

☐ County Attorney Review ( Susan Dietrich )

This instrument prepared by:  
Susan E. Dietrich  
Assistant County Attorney  
County Services Building  
1101 East First Street  
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07039 Pgs 0420 - 423; (4pgs)  
CLERK'S # 2008087181  
RECORDED 07/29/2008 02:20:37 PM  
RECORDING FEES 35.50  
RECORDED BY G Harford

**UTILITY EASEMENT**  
(Corporation to County)

THIS **UTILITY EASEMENT** is made and entered into this 18  
day of June, 2008, by and between **SEMINOLE COUNTY PORT**  
**AUTHORITY**, a dependent special district of Seminole County,  
Florida, and having its principal place of business at 1510  
Kastner Place, Suite 1, Sanford, Florida 32771, hereinafter  
referred to as the **GRANTOR**, and **SEMINOLE COUNTY**, a political  
subdivision of the State of Florida, whose address is Seminole  
County Services Building, 1101 East First Street, Sanford,  
Florida 32771, hereinafter referred to as the **GRANTEE**.

**W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the sum of ONE AND NO/100  
DOLLAR (\$1.00) and other good and valuable consideration, the  
receipt of which is hereby acknowledged, **GRANTOR** does hereby  
grant and convey to the **GRANTEE** and its assigns, an easement and  
right-of-way for utility purposes, with full authority to enter  
upon, excavate, construct and maintain, as the **GRANTEE** and its  
assigns may deem necessary, water and sewer pipes, mains and  
appurtenances and any other utility facilities and appurtenances  
over, under, upon and through the following described land  
situate in the County of Seminole, State of Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"**

Property Appraiser's Parcel Identification Number:  
16-19-30-300-0010-0000

**TO HAVE AND TO HOLD** said easement and right-of-way unto  
said **GRANTEE** and its assigns forever.

**THE GRANTEE** and its assigns shall have the right to clear,  
keep clear and remove from said right-of-way all trees,  
undergrowth, and other obstructions that may interfere with  
location, excavation, operation, or maintenance of the utilities  
or any facilities installed thereon by the **GRANTEE** and its

RETURN TO SANDY MCCANN

assigns, and the **GRANTOR**, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation, or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the **GRANTOR** recognizes and consents to the right of the **GRANTEE** or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the **GRANTOR** if the fence or other structure is deemed to impede the purpose or utility of the easement.

**GRANTOR** does hereby covenant with **GRANTEE**, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

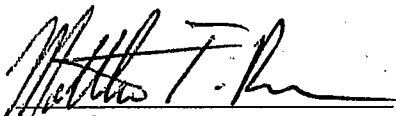
The **GRANTOR** further accepts responsibility over and agrees to indemnify and hold the **GRANTEE** harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

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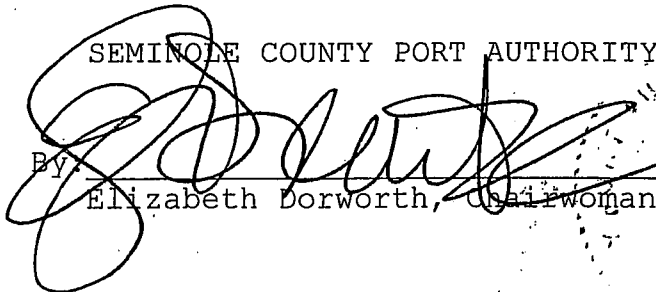
*[Balance of this page intentionally blank; signatory page follows]*

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

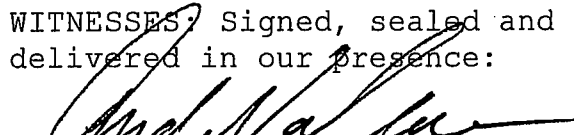
  
Matthew T. Brown  
Secretary


SEMINOLE COUNTY PORT AUTHORITY

By   
Elizabeth Dorworth, Chairwoman

Affix Corporate Seal

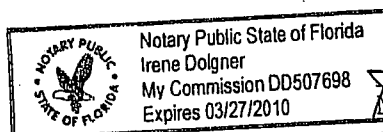
WITNESSES: Signed, sealed and delivered in our presence:


  
Print Name: Andrew Van Gaale

  
Print Name: Irene Dolgner  
STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18 day of June, 2008, by Elizabeth Dorworth as Chairwoman and Matthew T. Brown as Secretary of SEMINOLE COUNTY PORT AUTHORITY, a dependent special district of Seminole County, Florida, who are personally known to me.

NOTARY SEAL



  
Notary Public, in and for the  
State of Florida

## EXHIBIT A

A portion of Government Lot 5, Section 16, Township 19 South, Range 30 East, and Lots 1, 2, 3, 4 of Block B, Lots 1, 2, 3, 5, 6, 7, 8 of Block 1, Lots 1, 2, 3, 4, 6, 7, 8 of Block 47, Lots 1, 2, 3 of Block A, less right of way for Interstate No. 4, of Sanford Farms as Recorded in Plat Book 1, Pages 127, 128, 128½ of Public Records, Seminole County, Florida, being an area lying within ten feet (10') on either side of the actual facilities installed by the Grantee.

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